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10/539,896	06/16/2005	John W Pace	US020548US	9456

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EXAMINER	
SYED, NABIL H	

ART UNIT	PAPER NUMBER
2612	

MAIL DATE	DELIVERY MODE
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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No.	Applicant(s)	
	10/539,896	PACE ET AL.	
	Examiner	Art Unit	
	/NABIL H. SYED/	2612	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *21 January 2009*.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-23* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-23* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☐ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____ .
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

1. The following is a final office action in response to the amendments filed 1/21/09. Amendments received on 1/21/09 have been entered. Claims 1-23 are pending.

Claim Rejections - 35 USC § 103

2. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

3. Claims 1 and 2 are rejected under 35 U.S.C. 103(a) as being unpatentable over Kramer el al. (6,738,810) in view of Parker (6,124,799).

As of claim 1, Kramer discloses a system for enabling limited time trial use products for additional preselected use (via a method of encouraging timely period payments that are associated with a computer system), comprising:
a power appliance (10), which has been adapted for limited time trial use (Kramer discloses that the computer system 100 is operable to prevent use of the computer system 100 in response to no-payment of no-timely payment of a fee, this would include a limited time initial trial use of computer system because if a user does not like the system they do not have to pay the fee and discontinue the service; see col. 3, lines 4-

20; also see fig. 1 and 2); and

an enabling device (12, 14), provided to the user following authorization, to enable the appliance for additional use (via user receiving the password after making the payment to enable the device for additional use; see col. 7, lines 42-56). Kramer further discloses that the power appliance can be a power personal care appliance (via a medical diagnostic equipment; see col. 3, line 18-19). Further when the user pay his fee, the appliance is enabled permanently, the user can keep paying the monthly fee and use the services for as long as they want, without expiration.

However Kramer fails to explicitly disclose that the appliance is a hand-held personal appliance and the appliance is enabled for permanent subsequent use without expiration and without further compensation following a one-time payment.

Parker discloses a power hand-held personal care appliance (via a handset 20; see fig. 2), wherein the handset 20 is given to the user for a limited amount of time (see col. 11, lines 50-54), and handset is permanently enabled for subsequent use after the full payment (see col. 11, lines 50-60). Parker further discloses that the user can rent the handset (see col. 5, lines 15-18), and it would have been obvious that renting period can be considered as a trial use, because instead of buying a user can just rent the handset for limited time, test the device and see if they like handset and then the user can buy the handset.

From the teaching of Parker it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the system of Kramer to include the step of enabling the device after a one time payment as taught by Parker in

order to allow the service provider to end the rental period of the user after the service providers have subsidized the payment of the device.

As of claim 2, Kramer discloses the additional use is long-term use and includes all of the functions of a conventional product (Karma discloses that after entering the correct password user of the computer system 100 regains complete access to the computer system; see col. 8, lines 30-33).

4. Claims 1-3, 5-8, 10, 12, 13 and 20 rejected under 35 U.S.C. 103(a) as being unpatentable over Green (4,624,578) in view of Hilscher et al. (7,207,080) and further in view of Parker (6,124,799).

As of claims 1 and 3, Green discloses a power appliance (via rental equipment 10) adapted for limited time initial trial use (via the electronic device being used for rental; see col. 2, lines 28-35 Note: if after the expiration of the first rental period, the user can pay more to keep the device, so first rental period will be considered as limited time initial trial use), and enabling device (via a magnetic card 34) to enable the device (see fig.3; also see col. 3, lines 1-14) (Note: the rental equipment 10, is used for limited time initial trial when it is rented for the first time by any user and user can continue paying the payment for as long as they want to keep the rented equipment, so the device is enabled without expiration as long user is paying his/her fee).

However Green fails to disclose that the power appliance is a personal care appliance.

Hilscher discloses a power personal care appliance (an electronic toothbrush; see fig. 1) having a transponder communicating with a handle portion of the toothbrush

via a non-contacting inductive coupling, wherein a control device 18 has an operation inhibiting device 36 which is activated and deactivated by means of an enabling element 38 on the brush attachment 20 (see fig. 1 and fig. 18; also see col. 15, lines 15-26).

From the teaching of Hilscher it would have been obvious to one having an ordinary skill in the art at the time the invention was made to modify the power appliance of Green to include an electric toothbrush as taught by Hilscher in order to provide a simple travel security function for the handle section preventing the handle section from operating when the cleaning tool with its acting member is not coupled (see col. 10, lines 9-15).

However the combination of Green and Hilscher fails to explicitly disclose that the appliance is a hand-held personal appliance and the appliance is enabled for permanent subsequent use without expiration and without further compensation following a one-time payment.

Parker discloses a power hand-held personal care appliance (via a handset 20; see fig. 2), wherein the handset 20 is given to the user for a limited amount of time (see col. 11, lines 50-54), and handset is permanently enabled for subsequent use after the full payment (see col. 11, lines 50-60). Parker further discloses that the user can rent the handset (see col. 5, lines 15-18), and it would have been obvious that renting period can be considered as a trial use, because instead of buying a user can just rent the handset for limited time, test the device and see if they like the device and then the user can buy the handset.

From the teaching of Parker it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the combination of Green and Hilscher to include the step of enabling the device after a one time payment as taught by Parker in order to allow the service provider to end the rental period of the user after the service providers have subsidized the payment of the device.

As of claim 2, Green discloses that after the insertion of the magnetic card the lessee can use all the functions of the device (see col. 2, lines 59-67).

As of claim 5, Green discloses that he magnetic card is inserted in a slot 20 of the electronic device to enable the device (see fig. 2; also see col. 2, lines 47-52).

As of claim 6, Green discloses that the power appliance has a slot 20 (see fig. 2) and the enabling device has a magnetic strip to communicate with each other (see col. 2, lines 47-60).

As of claim 7, the magnetic card 34 nestles into slot 20 of the power appliance (see col. 2, lines 60-63).

As of claim 8, Hilscher discloses that a toothbrush has a tag integrated to it and the information from the tag is received optically (see col. 2, lines, 65-67).

As of claim 10, Green discloses that the communication is magnetic (see col. 3, lines 1-5).

As of claim 12, Green discloses that a separate magnetic card (enabling device) is used for each rented appliance (see col. 3, liens 7-8).

As of claim 13, Green discloses that the magnetic card is capable of enabling the device only once, because the encode information of the card is erased each time the card is use for security purposes (see col. 3, lines 8-14).

As of claim 20, Green discloses a power appliance (via rental equipment 10) adapted for limited time trial use (via the electronic device being used for rental; see col. 2, lines 28-35), wherein the actuation of switches 26 and 28 enables the power appliance (see col. 2, lines 57-59). (Note: the rental equipment 10, is used for limited time initial trial when it is rented for the first time by any user and user can continue paying the payment for as long as they want to keep the rented equipment, so the rental period is without expiration as long user is paying his/her fee).

However Green fails to disclose that the power appliance is a personal care appliance.

Hilscher discloses a power personal care appliance (an electronic toothbrush) having a transponder communicating with a handle portion of the toothbrush via a non-contacting inductive coupling, wherein a control device 18 has an operation inhibiting device 36 which is activated and deactivated by means of an enabling element 38 on the brush attachment 20 (see fig. 1 and fig. 18; also see col. 15, lines 15-26).

However the combination of Green and Hilscher fails to explicitly disclose that the appliance is a hand-held personal appliance and the appliance is enabled for permanent subsequent use without expiration and without further compensation following a one-time payment.

Parker discloses a power hand-held personal care appliance (via a handset 20; see fig. 2), wherein the handset 20 is given to the user for a limited amount of time (see col. 11, lines 50-54), and handset is permanently enabled for subsequent use after the full payment (see col. 11, lines 50-60). Parker further discloses that the user can rent the handset (see col. 5, lines 15-18), and it would have been obvious that renting period can be considered as a trial use, because instead of buying a user can just rent the handset for limited time, test the device and see if they like the device and then the user can buy the handset.

From the teaching of Parker it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the combination of Green and Hilscher to include the step of enabling the device after a one time payment as taught by Parker in order to allow the service provider to end the rental period of the user after the service providers have subsidized the payment of the device.

5. Claims 22 and 23 is rejected under 35 U.S.C. 103(a) as being unpatentable over Green (4,624,578) in view of Hilscher et al. (7,207,080) in view of Parker (6,124,799) and further in view of Wada (6,728,889).

As of claim 22, Green discloses a power appliance (via rental equipment 10) adapted for limited time trial use (via the electronic device being used for rental; see col. 2, lines 28-35), wherein the switches 26 and 28 have a particular pattern (via increasing the current time if the switch 26 is closed), the switches are operable by the user using a magnetic card (see col. 5, lines 23-39). (Note: the rental equipment 10, is used for limited time initial trial when it is rented for the first time by any user and user can

continue paying the payment for as long as they want to keep the rented equipment, so the rental period is without expiration as long user is paying his/her fee).

However Green fails to disclose that the power appliance is a personal care appliance.

Hilscher discloses a power personal care appliance (an electronic toothbrush; see fig. 1) having a transponder communicating with a handle portion of the toothbrush via a non-contacting inductive coupling, wherein a control device 18 has an operation inhibiting device 36 which is activated and deactivated by means of an enabling element 38 on the brush attachment 20 (see fig. 1 and fig. 18; also see col. 15, lines 15-26).

From the teaching of Hilscher it would have been obvious to one having an ordinary skill in the art at the time the invention was made to modify the power appliance of Green to include an electric toothbrush as taught by Hilscher in order to provide a simple travel security function for the handle section preventing the handle section from operating when the cleaning tool with its acting member is not coupled (see col. 10, lines 9-15).

However the combination of Green and Hilscher fails to explicitly disclose that the appliance is a hand-held personal appliance and the appliance is enabled for permanent subsequent use without expiration and without further compensation following a one-time payment.

Parker discloses a power hand-held personal care appliance (via a handset 20; see fig. 2), wherein the handset 20 is given to the user for a limited amount of time (see col. 11, lines 50-54), and handset is permanently enabled for subsequent use after the full payment (see col. 11, lines 50-60). Parker further discloses that the user can rent

the handset (see col. 5, lines 15-18), and it would have been obvious that renting period can be considered as a trial use, because instead of buying a user can just rent the handset for limited time, test the device and see if they like the device and then the user can buy the handset.

From the teaching of Parker it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the combination of Green and Hilscher to include the step of enabling the device after a one time payment as taught by Parker in order to allow the service provider to end the rental period of the user after the service providers have subsidized the payment of the device.

However the combination of Green and Hilscher and Parker fail to disclose that the power appliance is enabled after recognizing a preselected pattern of operation of the on/off switch.

Wada disclsoes a personal power appliance (via a personal computer), wherein to in order to provide power to the device (enable) the password (preselected pattern) is entered via using the power switch (on/ff switch) (see fig. 2; also see col. 1, lines 6-16; and col. 1, lines 60-67).

From the teaching of Wada it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the combianton of Green, Hilscher and Parker to include the step of entering the enabling code via the power switch as taught by Wada in order to simplify the entry operation of the password, so there is no need to provide an extra keypad and further this process will allow an extra

feature which can be used by the user to enter the code which enables the personal device.

6. Claims 4, 9, 11, 14, 15, 16, 18 and 19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Green 4,624,578) in view of Valiulis (6,317,028) and further in view of Parker (6,124,799).

As of claim 14, Green discloses a power appliance (via rental equipment 10) adapted for limited time trial use (via the electronic device being used for rental; see col. 2, lines 28-35), a communication element (slot 20) an external source (magnetic card) to enable the device. (Note: the rental equipment 10, is used for limited time initial trial when it is rented for the first time by any user and user can continue paying the payment for as long as they want to keep the rented equipment, so the rental period is without expiration as long user is paying his/her fee).

However Green fails to disclose that device communicate with the external source over a communication line.

Valiulis discloses electronic device with a communication element (via RFID module 83; see fig. 8), which enables and disables the device upon the signal from the user, wherein the device receives an enabling message from an external source (via other appliances) over a communication line (via a communication bus 77; see fig. 7; also see col. 15, lines 10-19).

From the teaching of Valiulis it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the power appliance of

Green to include a communication line as taught by Valiulis in order to allow the device to communicate with the external devices (see col. 15, lines 9-19).

However the combination of Green and Valiulis fails to explicitly disclose that the appliance is a hand-held personal appliance and the appliance is enabled for permanent subsequent use without expiration and without further compensation following a one-time payment.

Parker discloses a power hand-held personal care appliance (via a handset 20; see fig. 2), wherein the handset 20 is given to the user for a limited amount of time (see col. 11, lines 50-54), and handset is permanently enabled for subsequent use after the full payment (see col. 11, lines 50-60). Parker further discloses that the user can rent the handset (see col. 5, lines 15-18), and it would have been obvious that renting period can be considered as a trial use, because instead of buying a user can just rent the handset for limited time, test the device and see if they like the device and then the user can buy the handset.

From the teaching of Parker it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the combination of Green and Valiulis to include the step of enabling the device after a one time payment as taught by Parker in order to allow the service provider to end the rental period of the user after the service providers have subsidized the payment of the device.

As of claim 2, Kramer discloses the additional use is long-term use and includes all of the functions of a conventional product (Karma discloses that after entering the

correct password user of the computer system 100 regains complete access to the computer system; see col. 8, lines 30-33).

As of claim 4, Valiulis discloses that the enabling device is permanently integrated within the electronic appliance (see col. 14, lines 60-67)

As of claim 9, Valiulis discloses that the communication is radio frequency (see col. 10, lines 35-40).

As of claim 11, even though not explicitly said but it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the combination of Green and Valiulis to include infrared communication since it is well know in the art that that infrared communication is used where line of sight communication is required so a user does not activate devices in the other rooms of a house.

As of claim 15, it discloses the same subject mater as claimed in claim 2, so claim 15 is rejected as claim 2.

As of claim 16, Valiulis discloses that the communication line is telephone line (via user communicating with the registration authority over a telephone line; see col. 14, lines 42-43).

As of claim 18, Valiulis discloses that the communication line is an Internet line (via user communicating with the registration authority over a modem 57; see col. 14, lines 42-43).

As of claim 19, the combination of Green and Valiulis discloses all the elements of the claimed invention but fails to explicitly disclose that the communication element is

located in a charger portion of a power appliance. It would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the power device of to include the communication element in the charger portion since it has been held that rearranging parts of an invention involves only routine skill in the art.

7. Claims 17 and 21 are rejected under 35 U.S.C. 103(a) as being unpatentable over Green (4,624,578) and view of Hilscher et al. (7,207,080).

As of claims 17, 21, they claim the same subject matter as claimed in claim 3 above, so they are rejected as claim 3.

Response to Arguments

8. Applicant's arguments filed 1/21/09 have been fully considered but they are not persuasive.

Applicant argues, “there is nothing in Parker which would lead one skilled in the art to consider Parker when the fundamental purpose of the invention concerns a limited time trial use” (see remarks, page 7, lines 1-2). The Examiner respectfully disagrees. Parker discloses a power hand-held personal care appliance (via a handset 20; see fig. 2), wherein the handset 20 is given to the user for a limited amount of time (see col. 11, lines 50-54), and handset is permanently enabled for subsequent use after the full payment (see col. 11, lines 50-60). Parker further discloses that the user can rent the handset (see col. 5, lines 15-18), and it would have been obvious that renting period can be considered as a trial use, because instead of buying a user can just rent the handset for limited time, test the device and see if they like the device and then the user can buy the handset.

Applicant further argues, “in applicant's claims, following a period of trial use, the potential user must at that point make a one-time payment." Note, the claim language recites alternative language. Claim limitation states, “a one-time payment **or** authorization.” So if the reference teaches one of the limitations it anticipates the claim language. Parker further discloses that at the end of the limited time period, when the network operator has subsidized the purchase of a handset by a subscriber, the device is unlocked (see col. 11, lines 50-62), so the network operator authorized the user of the handset to permanently unlock the handset.

Further the claims are set forth as system or apparatus claims. The limitations in question by the applicant of when payment is made, for example, are use limitations that are given little weight in apparatus/system claims, and the structure which is reicted in the claims does not define the invention over the prior art, the addition of “provided at the end of the limited time trial use” is noted, however this does not structurally limit the claims (see Ex parte Masham, 2 USPQ2d 1647 (1987)).

Based on this interpretation of the Parker the Examiner believes that the reference of Parker teaches the limitation claimed in claims 1, 14, 20 and 22.

Conclusion

9. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to /NABIL H. SYED/ whose telephone number is (571)270-3028. The examiner can normally be reached on M-F 7:30-5:00 alt Friday off.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Brian Zimmerman can be reached on (571)272-3059. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/NABIL H SYED/
Examiner
Art Unit 2612

N.S

/Brian A Zimmerman/
Supervisory Patent Examiner, Art Unit 2612